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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IDAHO TELEPHONE ASSOCIATION,
CITIZENS TELECOMMUNICATIONS
COMPANY OF IDAHO, CENTURYTEL OF
IDAHO, CENTURYTEL OF THE GEM
STATE, POTLATCH TELEPHONE COMPANY
and ILLUMINET, INC.

CASE NO.
QWE-T-02-11

Complainants

QWEST CORPORATION,

Respondent.

REBUTTAL TESTIMONY OF

JOSEPH CRAIG

QWEST CORPORATION

October 18, 2002

1 I. IDENTIFICATION OF WITNESS

2

3 Q. PLEASE STATE YOUR NAME.

4 A. My name is Joseph Craig.

5 Q. ARE YOU THE SAME JOSEPH CRAIG THAT PREVIOUSLY FILED
6 DIRECT TESTIMONY IN THIS CASE?

7 A. Yes, I am.

8 Q. PLEASE EXPLAIN THE PURPOSE OF YOUR TESTIMONY.

9 A. My testimony responds to issues raised in the direct
10 testimony of Illuminet witnesses Paul Florack and F.
11 Wayne Lafferty. Mr. Lafferty also testifies on behalf
12 of Citizens Telecommunications Company of Idaho,
13 Electric Lightwave, and the Idaho Telephone Association.
14 I address these responses from a network, technical
15 perspective.

16 Q. ON PAGE 15, LINES 1 THROUGH 16 OF HIS DIRECT TESTIMONY,
17 MR. **FLORACK** DESCRIBES JOINTLY PROVIDED EXCHANGE ACCESS
18 AND THEN ALLEGES THAT QWEST IS INAPPROPRIATELY BILLING
19 FOR THE **SS7** FUNCTION IT PROVIDES. IS MR. **FLORACK'S**
20 ALLEGATION CORRECT?

21 A. No, it is not. This is an example of where Mr. Florack
22 is confusing SS7 messaging with calls or traffic. There
23 is no such thing as a jointly provided exchange access
24 SS7 message. SS7 is an out of band signaling network.

1 To use Mr. Floracks words, "Signaling occurs "out-of-
2 band" on dedicated channels rather than on the voice
3 channels". Access charges apply to the voice trunk on
4 the terminating side of a toll call and are billed based
5 on minutes of use. SS7 message charges are for the SS7
6 messages that use the Qwest SS7 network and have nothing
7 to do with the access billed on a voice trunk. This is
8 an attempt by Mr. Florack to confuse the signaling
9 network with the voice network, and is contradictory to
10 his own testimony.

11 Also, this really is a non-issue, since the
12 signaling message requirements to set up a local trunk
13 or a toll trunk are identical. The only difference is
14 the information included in the signaling message
15 parameters.

16 **Q. ON PAGE 19, LINES 9 THROUGH 11 OF HIS DIRECT TESTIMONY,**
17 **MR. LAFFERTY ALLEGES THAT QWEST IS ALREADY BEING**
18 **COMPENSATED FOR TRAFFIC VIA EXISTING INTERCONNECTION**
19 **AGREEMENTS. DO YOU AGREE WITH MR. LAFFERTYS ALLEGATION?**

20 **A. No,** I do not. Mr. Lafferty is confusing SS7 messaging
21 with trunks, the same mistake that Mr. Florack makes.
22 The ELI Interconnection Agreement addresses the

¹ Direct testimony of Illuminet witness Florack, filed September 27, 2002, at page 6, lines 18 and 19.

1 interconnection trunk group and the associated
2 transport, and Qwest is compensated for the trunk group
3 and the associated *transport* accordingly. This
4 compensation *does not* include the *SS7 messaging* function
5 as asserted by Mr. Lafferty.

6 To be clear, Interconnection Agreements ("ICA") are
7 established between Qwest and Competitive Local Exchange
8 Carriers ("CLEC") for the purpose of exchanging traffic.
9 If a CLEC, such as ELI, wants to purchase
10 interconnection transport and associated trunking from
11 Qwest as detailed in their ICA, and SS7 network
12 functionality from a third party provider, such as
13 Illuminet, then they have not purchased any SS7
14 functionality from Qwest. All the CLEC has purchased
15 from Qwest is interconnection transport and the
16 associated trunking.

17 Q. WITNESSES OF EVERY COMPLAINANT HAVE ALLEGED THAT QWEST
18 SHOULD DISTINGUISH **SS7** MESSAGES AS LOCAL AND EXCHANGE
19 ACCESS (i.e., TOLL). DO YOU AGREE?

20 A. No. The distinction between local and toll is only
21 relevant to voice/data calls on the Public Switch
22 Telephone Network and has no bearing on the **SS7** network.
23 The SS7 network has to perform for all messages that
24 access the **SS7** network regardless of whether the

1 associated voice/data call traversing the voice network
2 is local or toll. Costs are generated by each and every
3 message that accesses the SS7 network. From the
4 perspective of the SS7 network, a message is a message
5 is a message.

6 Q. SINCE ALL MESSAGES CREATE COSTS TO TEE **SS7** NETWORK, TEEN
7 **WHAT** IS GAINED BY SEPARATING MESSAGES **INTO** LOCAL **AND**
8 **EXCHANGE** ASSESS (i.e., TOLL)?

9 A. Nothing. There are no "nonchargeable" messages.

10 Q. ON PAGE 18, LINE 3 OF HIS DIRECT TESTIMONY, MR. FLORACK
11 STATES THAT IT IS NOT TECHNICALLY FEASIBLE TO **ESTABLISH**
12 SEPARATE SIGNALING LINK CONNECTIONS FOR THE **EXCHANGE** OF
13 LOCAL AND TOLL CONNECTIONS. IS THIS TRUE?

14 A. No it is not. Mr. Florack states earlier in his
15 testimony that Illuminet does not own or operate Signal
16 Switching Points ("SSP"), or end office switching
17 equipment, and then goes on to offer an incorrect
18 opinion. Switch vendors, such as Lucent and Nortel,
19 have the capability for multiple point code assignments
20 in the switch, or SSP. If Illuminet's carrier customers
21 want to separate their SS7 messages based on the local
22 or toll nature of their voice trunks, switch vendors
23 have made this technically possible.

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of October, 2002, I served **QWEST CORPORATION'S REBUTTAL TESTIMONY OF JOSEPH CRAIG** as follows:

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